

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

(FILED: July 21, 2023)

CASHMAN EQUIPMENT
CORPORATION, INC.

Plaintiff,

v.

CARDI CORPORATION, INC.; SAFECO
INSURANCE CO., INC.; RT GROUP, INC.;
JAMES RUSSELL; STEVEN OTTEN;
CARDI MATERIALS, LLC; SPECIALTY
DIVING SERVICES, INC.; HALEY &
ALDRICH, INC.,

Defendants,

v.

WESTERN SURETY COMPANY;
RHODE ISLAND DEPARTMENT OF
TRANSPORTATION,

Third-Party Defendants.

C.A. No. PB-2011-2488

DECISION

TAFT-CARTER, J. Before this Court for decision is Plaintiff Cashman Equipment Corporation, Inc.'s (Cashman) Motion to Vacate this Court's February 15, 2023 final judgment in favor of Defendant Specialty Diving Services, Inc. (SDS). Jurisdiction is pursuant to Rule 60 of the Superior Court Rules of Civil Procedure.

I

Facts and Travel

This Court's February 18, 2022 Decision summarizes the underlying facts relevant to the instant Motion. *See Cashman Equipment Corp., Inc. v. Cardi Corp., Inc.*, No. PB-2011-2488, 2022 WL 577873, at *1-3 (R.I. Super. Feb. 18, 2022). To restate briefly, this suit originated in

2011 relating to disputes between various business entities engaged on a public works construction project to replace the Sakonnet River Bridge (the Project). *See generally* Cashman Fifth Am. Compl. 1. Cashman worked as a subcontractor to the Project’s prime contractor, Cardi Corporation, and was responsible for substructure construction. *Id.* ¶¶ 14-15, 18; Cardi Corp.’s Nov. 10, 2021 Am. Answer ¶¶ 14-15, 18. Cashman, in turn, contracted with SDS to perform certain underwater work relating to marine cofferdam installation. (Cashman’s Fifth Am. Compl. ¶¶ 135, 451; SDS’s Answer to Fifth Am. Compl. ¶¶ 135, 451.) “The design and construction of marine cofferdams were ‘key portion[s]’ of the Project.” *Cashman Equipment Corp., Inc.*, 2022 WL 577873, at *1 n.1 (quoting *Cashman Equipment Corp., Inc. v. Cardi Corp., Inc.*, No. PB-2011-2488, 2021 WL 4398192, at *2 (R.I. Super. Sept. 20, 2021)).

Cardi identified alleged deficiencies in the cofferdam installation, requiring substantial repairs, and sought to hold Cashman liable for the additional work. (Cashman’s Fifth Am. Compl. ¶¶ 185, 455-56; Cardi Corp.’s Nov. 10, 2021 Am. Answer ¶¶ 185-86.) Cashman asserted breach of contract, indemnification, and contribution claims against SDS, on the grounds that, if Cardi’s allegations were true, SDS was liable for having failed to “construct the underwater components and tremie floor in accordance with the approved plans” and having “fail[ed] to notify [Cashman] of obvious underwater deficiencies[.]” (Cashman’s Fifth Am. Compl. ¶ 457.)

Cashman presented its case-in-chief in a non-jury trial before this Court, after which SDS moved for judgment as a matter of law pursuant to Rule 52(c) of the Superior Court Rules of Civil Procedure. *See Cashman Equipment Corp., Inc.*, 2022 WL 577873, at *2. This Court granted SDS’s motion, finding that Cashman had “failed to establish that SDS had breached any obligations owed to Cashman, and SDS was entitled to judgment as a matter of law[.]” *Id.*

Subsequently, SDS filed a Motion for an Award of Attorney's Fees and Recovery of Costs. (Def. SDS's Mot. for an Award of Att'ys' Fees & Recovery of Costs 1.) In its memorandum accompanying that motion, SDS argued for attorneys' fees and costs, but not interest. *See generally* Def. SDS's Mem. of Law in Supp. of its Mot. for an Award of Att'ys' Fees & Recovery of Costs. The Court granted the motion, and on June 11, 2021, Cashman and SDS filed a joint stipulation as to the reasonableness of the fees and costs sought by SDS; specifically, \$110,507.75 in pretrial fees and \$114,163.39 in trial fees, totaling \$224,671.14. (Order (Sept. 14, 2020); Joint Stip. Re: Reasonableness of Att'ys' Fees & Costs ¶ 1.) The joint stipulation made no reference to interest. *See generally* Joint Stip. Re: Reasonableness of Att'ys' Fees & Costs. On August 6, 2021, this Court entered an Order awarding SDS fees and costs in the total amount stipulated. (Order (Aug. 6, 2021) 1.)

On August 16, 2021, SDS moved for entry of final judgment pursuant to Rule 54(b) of the Superior Court Rules of Civil Procedure. (Def. SDS's Mot. for Final J. 1.) That motion acknowledged that SDS was entitled to "costs and fees in the amount of \$224,671.14"—again, no reference to interest. *Id.* ¶ 2. The Court declined, however, to enter final judgment for SDS until the suit was completely and finally resolved because "Cashman's claims against SDS implicated many of the same factual issues at the heart of Cashman and Cardi's dispute" and because multiple issues remained to be adjudicated as between Cardi, Cashman, and other remaining parties to the underlying suit. *See Cashman Equipment Corp., Inc.*, 2022 WL 577873, at *8-9.

On November 4, 2022, SDS renewed its motion for final judgment, which this Court granted on February 8, 2023. (Def. SDS's Renewed Mot. for Final J.; Feb. 8, 2023 Hr'g on Mot.

to Enter Final J.) SDS attached a “proposed form of Final Judgment” to its renewed motion that, in its entirety, read:

“In accord with Defendant, Specialty Diving Services, Inc.’s (“SDS”) Renewed Motion for Final Judgment, Judgment enters as follows:

“1. Judgment enters in favor of SDS on all counts brought against SDS by Plaintiff, Cashman Equipment Corporation, Inc. (“Cashman”) as pursuant to this Court’s Order dated February 24, 2020, *GRANTING* SDS’ Motion for Judgment pursuant to Rule 52(c).

“2. Judgment enters in favor of SDS and against Cashman for SDS’ costs and fees in the amount of \$224,671.14, in accord with this Court’s Order dated August 6, 2021.” *Id.* Ex. B (Proposed J.).

During a February hearing on SDS’s renewed motion, there was, once again, no discussion as to pre- or post-judgment interest. *See generally* Mot. to Vacate Ex. 4 (Hr’g Tr.).

On February 15, 2023, the Court entered an Order of Final Judgment as prepared and submitted by SDS counsel, which read in its entirety:

“In accord with Defendant, Specialty Diving Services, Inc.’s (“SDS”) Renewed Motion for Final Judgment, Judgment enters as follows:

“1. Judgment enters in favor of SDS on all counts brought against SDS by Plaintiff, Cashman Equipment Corporation, Inc. (“Cashman”) as pursuant to this Court’s Order dated February 24, 2020, *GRANTING* SDS’ Motion for Judgment pursuant to Rule 52(c).

“2. Judgment enters in favor of SDS and against Cashman for SDS’ costs and fees in the amount of \$224,671.14, in accord with this Court’s Order dated August 6, 2021, *with prejudgment interest accruing from August 6, 2021 in the amount of \$42,687.52.*” (Order (Feb. 15, 2023) (emphasis added).)

On March 2, 2023, Cashman filed a notice of appeal to the Rhode Island Supreme Court, challenging this Court’s decision to grant judgment as a matter of law in favor of SDS. (Notice of

Appeal.) On March 30, 2023, Cashman filed the instant Motion to Vacate Final Judgment pursuant to Rule 60(b),¹ arguing that (1) the Court’s Order of Final Judgment materially differed from the final judgment order proposed in SDS’s renewed motion for final judgment by including pre-judgment interest not previously sought, and (2) “SDS is not entitled to pre- or post-judgment interest because an award of attorneys’ fees and costs does not constitute ‘pecuniary damages’ under Rhode Island’s pre-judgment interest statute.” (Mot. to Vacate 1.) The Supreme Court then issued an interim remand order directing this Court to consider and rule on Cashman’s Motion to Vacate. (Order, No. 2023-154-A (June 12, 2023).)

Shortly thereafter, the parties submitted supplemental briefing to this Court on the applicability of Rule 60(a)² and the relevance of our Supreme Court’s related holdings and reasoning in *Ankner v. Napolitano*, 764 A.2d 712 (R.I. 2001) and *DiLuglio v. Providence Auto Body, Inc.*, 755 A.2d 757 (R.I. 2000). *See generally* Def. SDS’s Suppl. Br. Re: R.I. Super. Ct. R. Civ. P. 60(a); Cashman Equipment Corp, Inc.’s Suppl. Br. in Supp. of Mot. to Vacate Final J.

II

Standard of Review

“‘It is well settled that a motion to vacate a judgment is left to the sound discretion of the trial justice[.]’” *Atmed Treatment Center, Inc. v. Travelers Indemnity Company*, 285 A.3d 352,

¹ Rule 60(b) permits the Court to relieve a party from a final judgment or order for mistake, inadvertence, excusable neglect, newly discovered evidence, fraud, or similar circumstances. (Super. R. Civ. P. 60(b).)

² Rule 60(a) provides that “[c]lerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed in the appellate court, and thereafter while the appeal is pending may be so corrected with leave of the appellate court.” (Super. R. Civ. P. 60(a).)

359 (R.I. 2022) (quoting *Renewable Resources, Inc. v. Town of Westerly*, 110 A.3d 1166, 1171 (R.I. 2015)).

Rule 60(b)(1) of the Superior Court Rules of Civil Procedure provides that “[o]n motion and upon such terms as are just, the court may relieve a party . . . from a final judgment, order, or proceeding for . . . [m]istake, inadvertence, surprise, or excusable neglect.” (Super. R. Civ. P. 60(b)(1).) Separately, Rule 60(b)(6) offers relief for “[a]ny other reason justifying relief from the operation of the judgment.” (Super. R. Civ. P. 60(b)(1), (6).) “It is perhaps an understatement to say that Rule 60(b)(6) rarely is invoked with success.” *McLaughlin v. Zoning Board of Review of Town of Tiverton*, 186 A.3d 597, 609 (R.I. 2018). “Rule 60(b)(6) was ‘not intended to constitute a catchall and . . . circumstances must be extraordinary to justify relief.’” *Id.* (quoting *Allen v. South County Hospital*, 945 A.2d 289, 297 (R.I. 2008)).

Rule 60(a) allows the Court to correct “[c]lerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission . . . at any time of its own initiative or on the motion of any party[.]” (Super. R. Civ. P. 60(a).)

III

Analysis

A

Rule 60(b)

Cashman first argues that its failure to timely object to the Order of Final Judgment should be deemed excusable neglect justifying relief under Rule 60(b)(1). (Mot. to Vacate 5.) It argues that it relied on SDS’s proposed order and “could not have foreseen” that SDS would file a materially different order. *Id.*

“[I]t is well established in this jurisdiction that unexplained neglect, standing alone and without more . . . will not automatically excuse noncompliance with orderly procedural

requirements.” *Iddings v. McBurney*, 657 A.2d 550, 553 (R.I. 1995). ““Relief from a counsel’s failure to comply with procedural requirements will not be granted unless it is first factually established that his [or her] neglect was occasioned by some extenuating circumstance of sufficient significance to render it excusable.”” *Boranian v. Richer*, 983 A.2d 834, 838 (R.I. 2009) (quoting *Astors’ Beechwood v. People Coal Co.*, 659 A.2d 1109, 1115 (R.I. 1995)). “[F]or a party to establish excusable neglect, the party generally must show that the circumstances that caused the party to miss a deadline were out of that party or counsel’s control.” *Id.* at 840.

Cashman offers no case law to support its position that counsel’s failure to timely review a final order is considered excusable neglect. (Mot. to Vacate 5.) To the contrary, our Supreme Court has repeatedly stated that a movant must demonstrate that “the circumstances that caused the party to miss a deadline were out of that party or counsel’s control.” *Boranian*, 983 A.2d at 840. “[U]nexplained neglect” and “case mismanagement” issues “do[] not suffice.” *Santos v. D. Laikos, Inc.*, 139 A.3d 394, 399 (R.I. 2016). Cashman’s argument that any unexpected error or alteration in a final order *ipso facto* establishes excusable neglect would severely diminish the ten-day filing requirements in Rules 52(b) and 59(e) of the Superior Court’s Rules of Civil Procedure and run counter to our Supreme Court’s directive that mere “unexplained neglect” is insufficient.

In the alternative, Cashman asserts that “[e]ven if this Court finds that . . . Cashman’s conduct was not the result of mistake, inadvertence, or excusable neglect within the ambit of Rule 60(b)(1) . . . the facts and circumstances at issue here are so extraordinary as to fall within the ambit of Rule 60(b)(6).” (Cashman Reply 4.) Despite acknowledging that Rule 60(b)(6) is not intended to be a catchall, Cashman then “reiterates” the same argument and grounds as asserted in support of its 60(b)(1) argument. *Id.* A Rule 60(b)(6) motion, however, “can be granted only for some ‘other reason justifying relief’ than the reasons specified in Rule 60(b)(1) through (5)[.]”

Bailey v. Algonquin Gas Transmission Co., 788 A.2d 478, 482 (R.I. 2002) (quoting *Vitale v. Elliott*, 120 R.I. 328, 332, 387 A.2d 1379, 1382 (1978)). “[T]o put it another way, Rule 60(b)(6)’s ‘other reason’ clause should not be applied unless there has been a showing by appropriate evidence of circumstances that would establish a uniqueness that puts the case outside of the normal and usual circumstances accompanying failures to comply with the rules.” *McLaughlin*, 186 A.3d at 609 (quoting *Bendix Corp. v. Norberg*, 122 R.I. 155, 158, 404 A.2d 505, 506 (1979)). The “uniqueness” identified in this case is that SDS provided a draft final order that was identical to numerous prior proposed drafts except for the addition of an interest clause at the very end. (Mot. to Vacate 5.)

“Our Rule 60(b) is nearly identical to Rule 60(b) of the Federal Rules of Civil Procedure, and, as a result . . . federal cases interpreting this rule [are] instructive.” *Allen*, 945 A.2d at 293. Accordingly, Rule 60(b)(6) is properly invoked when counsel inserts relief into a proposed order which was not properly before the court, even where the court subsequently signs the proposed order and the opposing counsel fails to object. *See Matter of Emergency Beacon Corp.*, 666 F.2d 754, 756, 759-60 (2d Cir. 1981). In such a case, the extraordinary circumstances necessary to trigger the rule are present because there was “no basis for the insertion of such provisions in the proposed order; and quite clearly the court did not intend to authorize [the inserted relief].” *Id.* at 760. Consequently, the Court grants Cashman’s Motion to Vacate pursuant to Rule 60(b)(6) and amends the Order of Final Judgment to delete the clause in the second paragraph that added “pre-judgment interest accruing from August 6, 2021 in the amount of \$42,687.52.”

B

Rule 60(a)

In the alternative, the Court also notes that “Rule 60(a) allows a trial court to correct clerical mistakes ‘at any time of its own initiative or on the motion of any party and after such notice.’” *DiLuglio*, 755 A.2d at 778 (quoting Super. R. Civ. P. 60(a)). “We have stated that Rule 60(a) may also serve to correct clerical or computational errors in the judgment.” *Id.* (citing *Providence Gas Co. v. Burke*, 475 A.2d 193, 199 (R.I. 1984)).

Although Rule 60(a) uses the phrase “clerical mistakes,” *DiLuglio* demonstrates that the Rule is not limited to innocent, uncontested scrivener’s errors, and the like. At issue in that case was the proper accrual date for calculating pre-judgment interest. *Id.* Although the accrual date issue was hotly disputed, briefed, and argued, the Court nevertheless considered the trial justice’s amendment of the final order to be a permissible “correction” of a “clerical error” pursuant to Rule 60(a). *Id.*

Shortly thereafter, in *Ankner*, our Supreme Court cited to *DiLuglio* and rejected the argument “that once a judgment using an erroneous interest rate becomes final, the Superior Court cannot correct the amount of interest.” *Ankner*, 764 A.2d at 714. Although *Ankner* is not entirely on point because it involved an erroneous calculation, as opposed to a dispute over the applicability of interest *vel non*, the Court’s reasoning, when considered with *DiLuglio*, is nevertheless instructive. Specifically, the *Ankner* Court stated that an incorrect calculation of interest was a “clerical error” that could be corrected at any time pursuant to Rule 60(a), on a motion from a party or of a court’s own initiative. *Id.* at 715. As a result, the Court concluded “the motion justice erred in concluding that the state had waited too long to call this interest-rate error to the court’s attention.” *Id.*

SDS argues in its supplemental briefing that Rule 60(a) is inapplicable to the instant Motion because that Rule is limited to “clerical errors that are non-discretionary” and SDS’s intentional inclusion of pre-judgment interest was not a clerical error. (SDS’s Suppl. Br. 4-5.) Our Supreme Court’s statements in *Ankner* plainly contradict this contention. In *Ankner*, the Court explained that it is not the responsibility of the parties “to calculate the correct amount of interest on the judgment in the first place, . . . [r]ather, the calculation of interest on a judgment is supposed to be a ministerial act for the clerk of the court to perform.” *Ankner*, 764 A.2d at 715. Consequently, to the extent SDS included an incorrect interest calculation in the Order of Final Judgment, Rule 60(a) grants this Court discretionary authority to correct that error.

C

SDS’s Entitlement to Interest on Attorney’s Fees & Costs

“[T]he calculation of interest on a judgment is supposed to be a ministerial act for the clerk of the court to perform Thus, it is usually not even an issue to be decided by the court.” *Id.* Nevertheless, considering the parties’ dispute over the propriety of pre-judgment interest in this matter, it is necessary for the Court to determine whether SDS is entitled to interest. *Cf. id.*; *America Condominium Association, Inc. v. Mardo*, 270 A.3d 612, 626 (R.I. 2022).

Generally, pre-judgment interest is added when attorney’s fees are awarded as contractual or consequential damages and not when awarded pursuant to G.L. 1956 § 9-21-10(a). *See, e.g., Cochard v. Roehm Products of America, Inc.*, No. 1:18-CV-00301-MSM-LDA, 2023 WL 1433092, at *9 (D.R.I. Feb. 1, 2023); *see also Continental Casualty Co. v. Caramadre*, No. 18-461WES, 2020 WL 519335, at *7 (D.R.I. Jan. 31, 2020) (declining to add interest to attorney’s fees under § 9-21-10(a) in the absence of “a judgment awarding money damages” because the statute “clearly limits” interest to only that scenario), *report and recommendation adopted*, No.

18-461 WES, 2020 WL 1466244 (D.R.I. Mar. 26, 2020). A Rhode Island federal district court judge, assessing this issue in 2013, remarked:

“[Plaintiff] cites no cases, and the Court has found none, where prejudgment interest was awarded for the attorneys’ fees and costs of a *present* lawsuit. Nor has the Court found any cases where these fees and costs were considered ‘damages’—pecuniary or otherwise. Indeed, the purpose of Section 9-21-10 is to ‘compensate plaintiffs for waiting for the recompense to which they were legally entitled.’ *Lombardi v. Merchants Mutual Insurance Co.*, 429 A.2d 1290, 1293 (R.I. 1981). Awarding prejudgment interest on the attorneys’ fees and costs of the instant lawsuit does not further this purpose.” *Selective Insurance Company of America v. CMG, Inc.*, No. 11-042S, 2013 WL 2146220, at *1 (D.R.I. May 15, 2013) (emphasis in original).

SDS’s reliance on *Union Labor Life Insurance Co. v. O’Neill*, No. 15-152 WES, 2018 WL 5437763, at *2 (D.R.I. Oct. 29, 2018) is therefore misplaced. The district court in *Union Labor Life Insurance Co.* awarded interest on attorney’s fees because those fees were sought as an element of contractual damages where the agreement between the parties obligated the defendant to “pay the attorneys’ fees [the plaintiff] expended in enforcing its contractual rights.” *Id.* Here, SDS did not pursue attorney’s fees under its agreement with Cashman and instead sought attorney’s fees pursuant to the “clear statutory vehicle” of G.L. 1956 § 9-1-45. *See* Def. SDS’s Mem. of Law in Supp. of its Mot. for an Award of Att’y’s Fees & Recovery of Costs 5; *see also* *Union Labor Life Insurance Co.*, 2018 WL 5437763, at *2 (explaining that under Fed. R. Civ. P. 54(d)(2)(A)-(B), “[a] claim for attorney’s fees . . . must be made by motion . . . no later than 14 days after the entry of judgment” but this “does not . . . apply to fees recoverable as an element of damages, as when sought under the terms of a contract; such damages typically are to be claimed

in a pleading and may involve issues to be resolved by a jury”) (quoting Fed. R. Civ. P. 54, Advisory Committees Notes, 1993 Amendment) (emphasis in *Union Labor Life Insurance Co.*).³

Although the Rhode Island Supreme Court has not squarely addressed whether pre-judgment interest should be added to an award of attorney’s fees pursuant to G.L. 1956 § 9-1-45, the Court has stated in analogous circumstances that reimbursement-type awards are not “pecuniary damages” entitled to statutory interest. *See Andrews v. Plouff*, 66 A.3d 840, 843 (R.I. 2013) (declining to add interest on an award for “the return of [a] deposit”); *see also id.* at 843 n.2 (quoting *In re Estate of Cantore*, 814 A.2d 331, 335 (R.I. 2003) (“[A]n action for reimbursement . . . is not the equivalent of a civil action for pecuniary damages.”); *Fravala v. City of Cranston ex rel. Baron*, 996 A.2d 696, 707 (R.I. 2010) (holding that “a determination of benefits is not an award of damages” subject to pre-judgment interest). Further, various other state courts have held that attorney’s fees awarded as costs of litigation—as opposed to fees that constitute an element of actual damages—are not subject to pre-judgment interest unless expressly provided for by statute. *Compare Farmers Reservoir & Irrigation Co. v. City of Golden*, 113 P.3d 119, 134 (Colo. 2005)

³ SDS’s claim in a July 20, 2023 hearing before this Court that it pleaded attorney’s fees as contractual damages in its Answer to Cashman’s Complaint is unsupported by the record. *See* Def. SDS’s Answer to the Fifth Am. Compl. (not including any counterclaims against Cashman). Nevertheless, even if SDS had asserted its claim for attorney’s fees pursuant to its contract with Cashman, it is not entirely clear that our Supreme Court would interpret G.L. 1956 § 9-21-10(a) as permitting pre-judgment interest even in that circumstance. *See America Condominium Association, Inc. v. Mardo*, 270 A.3d 612, 626 (R.I. 2022) (declining to consider a contractually-mandated award of attorney’s fees as “pecuniary damages”).

The Court also notes that SDS’s reliance on *Kumble v. Voccola*, 253 A.3d 1248 (R.I. 2021) is unprevailing. *See* Def. SDS’s Obj. to Pl. Cashman’s Mot. to Vacate Final J. 7 n.1. The *Kumble* Court’s assessment of “interest on attorneys’ fees under § 18-6-1 as a reasonable expense incurred in the administration of [a] trust” presents entirely different considerations than a claim for interest on fees awarded pursuant to § 9-1-45. *See Kumble*, 253 A.3d at 1257 (expressly declining to evaluate § 9-21-10 “[b]ecause we hold that the trial justice properly awarded interest under § 18-6-1 as an expense reasonably incurred in the administration of the trust, we need not address the beneficiaries’ arguments unrelated to the basis of the trial justice’s decision”).

(en banc); *C & H Nationwide, Inc. v. Thompson*, 903 S.W.2d 315, 325 (Tex. 1994), with *Albios v. Horizon Communities, Inc.*, 132 P.3d 1022, 1036 (Nev. 2006) (citing Nev. Rev. Stat. § 17.130 which adds interest for “all judgments and decrees . . . for any debt, damages or costs”).

As to post-judgment interest, however, Cashman’s claim that SDS is not entitled to an award of post-judgment interest is incorrect. *See* Cashman’s Mot. to Vacate Final J. 6. Post-judgment interest is specifically governed by G.L. 1956 § 6-26-1 which provides for post judgment interest on *any* judgment. *See* § 6-26-1. “This statute does not contain the provision which limits interest to judgments for pecuniary damages.” *Normandin v. Gauthier*, No. C.A. 03-6211, 2006 WL 1073422, at *12 (R.I. Super. Apr. 20, 2006). “Consequently, the clerk shall award post-judgment interest.” *Id.*

IV

Conclusion

For the reasons stated above, SDS is not entitled to pre-judgment interest. To the extent SDS included pre-judgment interest when it prepared the Order of Final Judgment, the Court exercises its authority pursuant to Rules 60(b)(6) and 60(a) to correct that error. Counsel shall prepare the appropriate amended order.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: Cashman Equipment Corp. v. Cardi Corp., et al. v. Western Surety Company, et al.

CASE NO: PB-2011-2488

COURT: Providence County Superior Court

DATE DECISION FILED: July 21, 2023

JUSTICE/MAGISTRATE: Taft-Carter, J.

ATTORNEYS:

For Plaintiff: See attached

For Defendant: See attached

Cashman Equipment Corporation, Inc.

vs.

Cardi Corporation, Inc., et al.

vs.

Western Surety Company, et al.

C.A. No. PB-2011-2488

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